

U.S. Department of Justice
 Washington, DC 20530

**Exhibit A to Registration Statement
 Pursuant to the Foreign Agents Registration Act of
 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant King & Spalding LLP	2. Registration Number 6501
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3. Primary Address of Registrant 1180 Peachtree Street, NE Atlanta, GA 30309
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4. Name of Foreign Principal The Honorable Moïse Katumbi Chapwe	5. Address of Foreign Principal Winston Churchill 194 1000 Brussels, Belgium
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6. Country/Region Represented Democratic Republic of Congo

7. Indicate whether the foreign principal is one of the following:

- Government of a foreign country¹
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (*specify*) _____
- Individual-State nationality Congolese

8. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant
n/a
- b) Name and title of official with whom registrant engages
n/a

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages
n/a

- b) Aim, mission or objective of foreign political party
n/a

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

President, TP Mazembe Lubumbashizembe, and VP, World Football Club Association

Proponent of government reform, anti-corruption and anti-child labor legislation and enforcement, human rights, environmental stewardship, election integrity, national and economic sovereignty, and US foreign trade and investment in the Democratic Republic of Congo.

b) Is this foreign principal:

- | | |
|---|---|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |

11. Explain fully all items answered "Yes" in Item 10(b).

n/a

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

n/a

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
June 08, 2021	Thomas J. Spulak	<input data-bbox="886 401 954 443" type="button" value="Sign"/> /s/ Thomas J. Spulak eSigned
_____	_____	<input data-bbox="886 489 954 531" type="button" value="Sign"/> _____
_____	_____	<input data-bbox="886 575 954 617" type="button" value="Sign"/> _____
_____	_____	<input data-bbox="886 661 954 703" type="button" value="Sign"/> _____

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

King & Spalding LLP

2. Registration Number

6501

3. Name of Foreign Principal

The Honorable Moïse Katumbi Chapwe

Check Appropriate Box:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? June 3, 2021
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Represent the Honorable Moïse Katumbi Chapwe before the US Congress and Executive Branch on issues ranging from human rights violations, anti-bribery and anti-corruption legislation, labor exploitation (especially of child labor), economic and environmental cooperation, and international trade and investment.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Arrange meetings with policymakers and decision-makers in Congress and the Biden Administration with the goal of strengthening legal, economic, and social cooperation between the US and the Democratic Republic of Congo. Engage with think tanks, media, and other thought leaders on same.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Improve and reposition relations between the US and the Democratic Republic of Congo in the areas of legal, economic and environmental cooperation, human rights, and international trade and investment.

Prepare and disseminate informational materials on the above issues.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes No

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

n/a

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
n/a			

12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes No

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received n/a	From Whom	Purpose	Amount/Thing of Value
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Total

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes No

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date n/a	Recipient	Purpose	Amount
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
June 08, 2021	Thomas J. Spulak	<input data-bbox="889 457 959 485" type="button" value="Sign"/> /s/ Thomas J. Spulak eSigned
_____	_____	<input data-bbox="889 541 959 583" type="button" value="Sign"/> _____
_____	_____	<input data-bbox="889 630 959 667" type="button" value="Sign"/> _____
_____	_____	<input data-bbox="889 709 959 751" type="button" value="Sign"/> _____

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June 3, 2021

The Honorable Moïse Katumbi Chapwe
Winston Churchill 194
1000 Brussels, Belgium

Re: Agreement for Government Relations Services

Dear Governor:

We are pleased that you have asked King & Spalding LLP (the “firm,” “us,” “we”) to serve as your Washington counsel. This letter will confirm our discussions about this engagement and the basis on which the firm will provide its government relations services. If you have questions about these provisions or would like to discuss possible modifications, please don’t hesitate to let me know.

1. ***Client and Scope of Representation.*** The firm’s client in this matter will be Hon. Moïse Katumbi Chapwe (“you”). The firm will be engaged to represent you in your interactions with the U.S. Government, including the executive and legislative branches, with the goal of strengthening the legal, economic and environmental cooperation between the United States and the Democratic Republic of Congo, while also addressing human rights and anti-corruption issues. You may limit or expand the scope of this matter, but the firm must agree to any substantial expansion in advance. It is agreed and understood that this representation will require the firm’s registration under the Foreign Agents Registration Act (“FARA”).

2. ***Term of Engagement.*** You or the firm may terminate this engagement at any time for any reason by written notice, subject on the firm’s part to applicable rules of professional conduct. If the firm terminates the engagement, the firm will take such steps as are reasonably practicable to protect your interests in the matter and will suggest possible successor counsel at your request.

Hon. Moïse Katumbi Chapwe

June 3, 2021

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Unless previously terminated, the firm's engagement for this matter will terminate when we send you our final invoice for services in this matter. Following termination, nonpublic information you have supplied to us that we have retained will be kept confidential in accordance with applicable rules of professional conduct. We will promptly return your papers and property at your request, and will retain our own files, including lawyer work product, and we retain all intellectual property in our work. We will transfer all documents we retain to the personnel responsible for administering the firm's records retention program. You agree that we may securely dispose of or destroy any files you have not requested to be returned to you a reasonable time after termination of this matter in accordance with our document management policy.

You are engaging our firm to provide government relations services in connection with a specific matter. After completion of the matter, changes may occur in applicable laws or regulations that could have an impact on your rights and liabilities. You agree that unless you actually engage the firm after the matter's completion to provide additional advice or representation on issues arising from the matter, we have no continuing obligation to advise as to future developments.

3. ***Fees and Expenses.*** The firm agrees to represent you for a fixed monthly retainer of 40.000€ and will require a three-month advance payment totaling 120.000€. Third-party fees and costs for one external consultant are covered with the monthly retainer. All other fees and costs associated with independent experts, public relations support, and local counsel, if needed, are outside the scope of this agreement and must be covered separately. A fixed amount of 5.000€ covering expenses in performing our services will be advanced alongside the three-month advance payment, for a total amount of 125.000€.

This engagement will commence upon receipt of advance payment and submission of our FARA filing. We will deduct the amount of our invoices from the amount on deposit as payment and advise you of the credit. From time to time, we may request additional amounts reasonable in the circumstances to be deposited and held for the payment of our future invoices in this matter. You agree that we may cease performing services for you or withdraw from the engagement if payments for such services are not received.

4. ***Client Responsibilities.*** You agree to cooperate fully with us in connection with this matter and provide us with all information known and available to you that relates to the engagement and matter. You also undertake to cooperate with the firm in complying with any regulatory or compliance obligations relating to the engagement and to pay our invoices in accordance with Section 3.

In accordance with ABA guidance, we advise you that communications between you or your representatives and your lawyers that may be accessed lawfully by third parties, such as through hotel, home, employment, or public servers to which others may have rights of access, can jeopardize or eliminate confidentiality, attorney/client and other evidentiary privileges and protection against disclosure. We encourage you to assure that secure methods are used for all communications of confidential information.

Hon. Moïse Katumbi Chapwe

June 3, 2021

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5. **Conflicts.** As you are aware and we have discussed, our firm has a diverse practice and represents many other companies and individuals, including some that are or may be your competitors, customers, suppliers, and contract counterparties or your employer. During the time the firm is representing you, some of the firm's present or future clients may have disputes or transactions with you. We will not, without your informed consent, undertake any representation of another current or future client in a matter that is the same or substantially related to any matters we have handled or are handling for you in which your and the other client's interests conflict. However, you agree that we may take on matters for current and future clients without further consent if the matters are not substantially related to any current or prior matter for you, even if that client's interests in that matter conflict with or are directly adverse to your interests, including matters for advice, corporate or finance transactions, including mergers and acquisitions, litigation, and arbitration, provided that, before we undertake such a matter, we have first reasonably concluded that we can represent both clients' interests without compromising our independent judgment or lessening our vigorous representation of either client and also take timely and effective steps to protect all confidential information provided by and to each client. These protections are meant to avoid the risks of diminished loyalty and compromised confidences. The firm seeks similar agreements from many other clients to preserve its ability to represent you. We are prepared to answer your questions and recommend you obtain advice of counsel independent of our firm about this consent because we may not advise you on this topic. Your countersignature of this letter or instructing us in a matter will signify your understanding of this conflict of interest and consent to our representing you and another client in this way, subject to our adherence to these conditions.

The firm's representation of you in this matter does not give rise to an attorney/client relationship between the firm and any of your parent, subsidiary, or affiliated companies. You also agree that neither an attorney/client relationship nor a basis for a conflict of interest will arise solely from your providing us with confidential information about any such non-represented entities or individuals.

6. **Firm Privilege.** If issues come up concerning our professional or ethical duties and rights concerning our work for you, we may seek privileged and confidential advice from internal firm lawyers or external legal counsel with relevant responsibility or expertise. Courts have reached different views on the applicability of privilege and confidentiality between clients and their lawyers unless the lawyer first terminates its relationship with its client in order to obtain privileged and confidential advice, which may turn out to be necessary. The firm believes that the view of courts and commentators endorsing lawyers' right to assert privilege in those circumstances provides benefits to both the firm and the client. You agree that, if we consult internal or external legal counsel in these circumstances about our work for you, you will not assert a right to learn the content of such advice even if it concerns a question of actual or potential professional liability, professional conduct, or other claim that might be considered a conflict of interest or breach of duty. This paragraph does not alter our obligations to you in such a circumstance.

Hon. Moïse Katumbi Chapwe

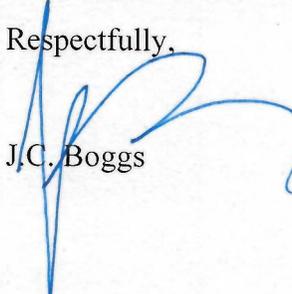
June 3, 2021

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This letter sets out all of the terms of our engagement agreement with you. If you are satisfied that this letter correctly sets out our agreement, please return a countersigned copy to me as soon as possible; however, these terms will be binding on both of us when we begin work even if not countersigned or returned. We thank you for this opportunity to work with you.

Respectfully,

J.C. Boggs



AGREED TO AND ACCEPTED

Hon. Moïse Katumbi Chapwe

By: _____

Date: _____